

**SITE PLAN REVIEW APPLICATION  
FOR  
VESTA SCHOOL TENANT IMPROVEMENT**

**DECEMBER 2008**



## INTRO/BACKGROUND

Rainshadow Community Charter High School intends to occupy the building located at 121 Vesta Street, following a minor (interior only) classroom remodel. Secondary schools are allowed under the current CC zoning, but must undergo Reno's Site Plan Review process.

Much of the SPR process is geared toward new development of sites, whereas this project involves only a change in tenant//use and improvement of interior walls.

The building has been occupied in recent years by restaurants *Midtown Market* and *Bella Sera* but is currently vacant.

1. Multi-family developments:

Zoning	# of Units Requiring Site Plan Review
MF14, MF21, MF30, AC and CC	More than 4 but less than 50 units
HDFC and CB	More than 4 but less than 100 units
NC	More than 4 but less than 20 units

2. Motels of more than 20 but less than 80 units.
3. Non-residential facilities which exceed one acre in site area located within 300 feet of, but not adjacent to, any residentially zoned property for single family use.
4. Commercial or industrial developments within 300 feet of a K-12 public school.
5. Communication facilities in a PO district.
6. Communication facilities in a GO, NC, AC, CC, CB, HC or HCD district which do not meet the standards set forth in Section 18.06.302.

#### SITE PLAN REVIEW FINDINGS

In order to approve a Site Plan Review application, the Administrator shall find the following:

1. The proposed project is consistent with all requirements of this Title.
2. Adequate facilities and services exist or are planned to serve the project.
3. The design and layout of the facility promotes a safe environment and reflects Crime Prevention Through Environmental Design (CPTED) principles.
4. The project represents an integrated development with adequate and safe pedestrian, vehicle and bicycle circulation.
5. The structure has been designed such that the window placement and height do not adversely affect the privacy of existing residential uses.
6. The applicant adequately mitigates the traffic impacts of the project.
7. Adequate screening and buffering are provided to minimize impacts to adjacent uses.

December 5, 2008

Ms. Dagny Stapleton  
NAB Ward 3 – Chair  
327 Wheeler Ave  
Reno, NV 89502

RE: Vesta School Tenant Improvement  
Site Plan Review Application

Dear Ms. Stapleton:

Below are the criteria the City uses when considering approval or conditional approval of a Site Plan Review. Note that several of the criteria do not apply in this case since all new design/construction is inside an existing building. Each finding is addressed individually within the packet submitted to the City.

**SITE PLAN REVIEW FINDINGS**

**In order to approve a Site Plan Review application, the Administrator shall find the following:**

- 1. The proposed project is consistent with all requirements of this Title.**
- 2. Adequate facilities and services exist or are planned to serve the project.**
- 3. The design and layout of the facility promotes a safe environment and reflects Crime Prevention through Environmental Design (CPTED) principles.**
- 4. The project represents an integrated development with adequate and safe pedestrian, vehicle and bicycle circulation.**
- 5. The structure has been designed such that the window placement and height do not adversely affect the privacy of existing residential uses.**
- 6. The applicant adequately mitigates the traffic impacts of the project.**
- 7. Adequate screening and buffering are provided to minimize impacts to adjacent uses.**

Please feel free to contact me should you require further information prior to our NAB meeting.

Sincerely,

Tectonics Design Group, Inc.

Jeffrey G Turnipseed, PE/SE  
Principal



# WASHOE COUNTY SCHOOL DISTRICT

## Public Policy, Accountability & Assessment

425 East Ninth Street, P.O. Box 30425

Reno, NV 89520-3425

Telephone (775) 348-0201 • FAX (775) 348-0226

### CHARTER SCHOOL AGREEMENT

THIS AGREEMENT is made and entered by and between the WASHOE COUNTY SCHOOL DISTRICT ("School District") and RAINSHADOW COMMUNITY CHARTER HIGH SCHOOL, ("Charter School")

### RECITALS

WHEREAS, in 1997, the Nevada legislature authorized the formation of charter schools; and

WHEREAS, on September 4, 2001, an Application (incorporated as Exhibit A) was submitted to the Nevada Department of Education by the Charter School to operate within the Washoe County School District as a charter school; and

WHEREAS, the Nevada Department of Education reviewed and approved the Application for completeness on December 20, 2001; and,

WHEREAS, the School District's Board of Trustees ("Board") has determined that the Application submitted to the School District for the formation of Charter School, as amended herein, is complete in accordance with all statutes and regulations; and,

WHEREAS, by decision on September 24, 2002, the Board granted the Charter contingent upon the negotiation and execution of an agreement acceptable to the Charter School and the School District; and,

WHEREAS, by decision on July 31, 2003, the Board took action to move the Rainshadow Community Charter High School from subsection 4 status to full charter status, and,

WHEREAS, final documents were presented to the School District on August 14, 2003 meeting all statutory requirements.

WHEREAS, NRS 386.525 contemplates that the Application, as amended by the agreement, between Charter School and the School District, will constitute the Agreement between the parties regarding the methods and procedures for the Board to monitor the progress of Charter School,

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants and payments herein described, the parties agree as follows:

## AGREEMENT

1. Compliance with Nevada law. The statutes and regulations, which establish charter schools in Nevada, as well as the Application, are hereby incorporated by reference as a part of this Agreement. Charter School agrees to comply with current statutes and regulations regarding the creation and operation of charter schools in Nevada.
2. Term. It is the intent of the Board of Trustees of the School District that the Charter and this Agreement are to be effective as of the date first written above for a period of six (6) fiscal years, to begin on July 1, 2003 and to terminate on June 30, 2009, unless the governing body of Charter School renews its initial charter after three (3) years of operation, pursuant to NRS 386.530.
3. Charter School Independence. Pursuant to NRS 386.525, the Board shall not assign any pupil who is enrolled in a public school in the district or any employee who is employed in a public school to a charter school, or interfere with the operation and management of the charter school except as authorized by NRS 386.500 to 386.610, inclusive, and any other statute or regulation applicable to charter schools or its officers or employees. The Board of Trustees and the Department of Education, or its designees, may physically inspect the school at any time.
4. Student Achievement. Charter School agrees to report to the Board on a regular basis the academic progress of Charter School in meeting standards of achievement set forth in the Application, as required by NRS 386.600 and 386.605.
5. Employment Matters. Charter School agrees to comply with the provisions of NRS 386.595 regarding collective bargaining agreements and employment status. Charter School agrees that it will be bound by the interpretations of the District as they relate to the collective bargaining agreement and that the results of dispute resolution in Charter School may not be used as precedence in District proceedings.
6. Cost of Operations. Charter School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services.
  - a. Charter School shall clearly indicate to vendors and other entities and individuals outside the School District with which or with whom Charter School enters into an agreement or contract for goods or services that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the School District.
  - b. Charter School agrees that it will not extend the faith and credit of the School District to any third person or entity. Charter School acknowledged and agrees that it has no authority to enter into a contract that would bind the School District.
7. Purchase of District Services. Through separate agreement, at District's discretion, Charter School may negotiate for the purchase of available services.
  - a. Transportation. The School District and Charter School acknowledge and agree that in the event transportation services are required, an agreement may be

negotiated which requires, among other things, the payment of the costs associated with obtaining such services, and that Charter School agrees that it will indemnify the School District for liability resulting from the provision of the transportation services.

8. Legal Liabilities/Indemnification. Charter School agrees that the School District is not liable for the activities of Charter School, its officers, agents, or employees. Charter School agrees to indemnify and hold the School District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with Charter School's operations.
9. Insurance. Charter School agrees that it will maintain all appropriate insurance coverage, including coverage for general liability and worker's compensation.
10. Miscellaneous Provisions.
  - a. Entire Agreement. This Agreement contains all terms, conditions and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Agreement.
  - b. Amendment. This Agreement may only be modified or amended by further written agreement executed by the parties hereto, provided that such amendment will grant the charter school a greater ability to achieve its educational goals and objectives. An amendment may not authorize an extension of the duration of the term of the written charter.
  - c. Notice. Any notice required, or permitted under this Agreement shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid to the Office of the Charter School governing body, in the case of notice being sent to Charter School, or to the Office of the Superintendent for notice to the School District.
  - d. No Waiver. The parties agree that no asset, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.
  - e. Dispute Resolution. In the event any dispute arises between the School District and Charter School concerning this Agreement, such dispute shall first be submitted to the Superintendent of the School District or his designee for review. Thereafter, representatives of the School District and Charter School shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to the Board for its consideration.

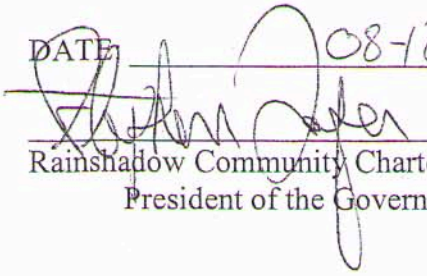
f. Applicable Law. This agreement shall be governed by the laws of the State of Nevada.

g. Invalidity. If any non-material provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall be void and unenforceable and the Charter deemed to be revoked.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DATE: 08-18-03

DATE: 8/18/03

  
Rainshadow Community Charter High School  
President of the Governing Board

WASHOE COUNTY SCHOOL DISTRICT

ATTEST:

By: 

James L. Hager, Superintendent

By: 

Rainshadow Community Charter High School  
Clerk of the Governing Board

You must include the following with this application:

- ☒ Reno Development Application
- ☒ Owner and Applicant Affidavit
- N/A ☐ Notice of Mobile Home Park within 750 Ft.
- ☒ Advisory Board Information
- ☒ 8 ½ " x 11" Site Plan
- ☒ 8 ½ "x 11" Zoning/Vicinity Map
- ☒ 24" x 36" Colored Display Map (1 copy for original application)
- ☒ 24" x 36" Non-Colored Display Map
- ☒ 8 ½" x 11" Color Building Elevations
- ☒ 24" x 36" Building Elevations (original to be in color)
- N/A ☐ 24" x 36" Preliminary Grading and Drainage Plan
- N/A ☐ 24" x 36" Preliminary Landscape Plan
- ☒ Calculate handicap parking spaces and regular parking spaces
- N/A ☐ Information on Signage
- N/A ☐ Exterior lighting
- ☒ Supporting Information
- ☒ Application Checklist
- ☒ Check or Money Order (see Planning Fee Schedule)

PLEASE FOLD ALL 24" X 36" MAPS TO APPROXIMATELY 9" X 12"

**\*\*Original Application and Ten Copies are required for this application\*\***

\*Additional copies may be requested on a case-by-case basis dependent on distribution requirements

## OWNER AFFIDAVIT

I am the owner/authorized agent of the property involved in this petition and that I authorize Jeff Turnipseed/Tectonics (name) to request development related applications for Site Plan Review (\*use list below) on my property. This authorization is inclusive of Assessor Parcel Numbers 014-135-22, which are further described in the attached legal descriptions. I declare under penalty of perjury that the foregoing is true and correct for development case number LDC \_\_\_\_\_ (to be filled in by City of Reno staff).

Executed on Dec. 5, 2008, in Littleton, Massachusetts  
(date) (City) (State)

Robert W. Pereira  
Signature

Robert W. Pereira  
Printed Name

STATE OF MASSACHUSETTS  
) ss  
COUNTY OF MIDDLESEX

On this 5<sup>th</sup> day of December, 2008, Robert W. Pereira (name) personally appeared before me, a Notary Public in and for said County and State, known to me to be the owner/authorized agent of the above property who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.

Lyn I. Rice  
Notary Public

\* Abandonment  
Annexation  
Boundary Line Adjustment  
Master Plan Amendment  
Minor Deviation  
Parcel Map  
Reversion to Acreage  
Site Plan Review  
Special Use Permit  
Tentative Map  
Variance  
Zoning Map Amendment

Lyn I. Rice  
Notary Public  
My Commission Expires  
October 29, 2010

## APPLICANT AFFIDAVIT

I am the applicant and/or consultant/firm involved in this petition and the foregoing statements and answers herein contained and the information herewith submitted for VESTA SCHOOL SITE PLAN REVIEW (\*use list below) are in all respects complete, true, and correct to the best of my knowledge and belief. I declare under penalty of perjury that the foregoing is complete, true and correct for development case number LDC \_\_\_\_\_ (to be filled in by City of Reno staff).

Executed on 12/5/08 (date), in RENO (City), NV (State)

Company: TECTONICS DESIGN GROUP

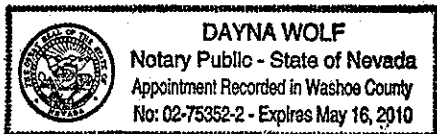
Name: JEFFREY TURNIPSEED

Title: PRINCIPAL

Signed: [Signature]

STATE OF NEVADA )  
COUNTY OF WASHOE ) ss

On this 5<sup>th</sup> day of December, 2008, Jeffrey Turnipseed (name) personally appeared before me, a Notary Public in and for said County and State, known to me to be the applicant and/or consultant/firm involved in this petition who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.



[Signature]  
Notary Public

- \* Abandonment
- Annexation
- Boundary Line Adjustment
- Master Plan Amendment
- Minor Deviation
- Parcel Map
- Reversion to Acreage
- Site Plan Review
- Special Use Permit
- Tentative Map
- Variance
- Zoning Map Amendment



Date and time received in CRD: \_\_\_\_\_  
(This portion to be filled out by NAB Coordinator)

## City of Reno Neighborhood Advisory Board AGENDA RESERVATION FORM

Meeting Date: January 22, 2009 E-mail Address: jt@tdg-inc.net

NAB/Ward #: Ward 3 Submitted By: Jeff Turnipseed, S.E.

Chair Person: Dagny C. Stapleton Work Phone: 824-9988

Staff Person: Laura Magness Fax Number: 824-9986

**Item Title:** *Exactly* as it is to read on the agenda; please type or print; Item should read as it appears on information submitted. (Developers, please include City of Reno Planning Dept., Case Number and Description.)

Site Plan Review required by Title 18 for Secondary School within CC zoning.

Project consists of interior remodel only for tenant planning to occupy

the vacant building at 121 Vesta Street--formerly occupied by Midtown Market

restaurant and Bella Sera restaurant.

Action Item \_\_\_\_\_ Information Only Item X

Recommended Action/Motion \_\_\_\_\_

### Required Information

#### **Materials Submitted:**

NAB member packages	<u>X</u> Yes _____ No
Planning Commission Meeting Date	<u>NA</u>
Board of Adjustment Meeting Date	<u>NA</u>
Reno City Council Meeting Date	<u>NA</u>

(Complete All Applicable Dates)

To be placed on a Neighborhood Advisory Board Agenda the "Agenda Reservation Form" is due to Community Relations staff no later than ten (10) working days at 1:00 p.m., prior to the NAB meeting date. Please fax to (775) 334-3124 or hand deliver to 1 E. First Street, 5th Floor, Reno. For additional information please call (775) 321-8318.

December 5, 2008

Dagny C. Stapleton  
NAB Ward 3 – Chair  
327 Wheeler Avenue  
Reno, NV 89502

RE: Vesta School Tenant Improvement  
Site Plan Review Application

Dear Ms. Stapleton

Tectonics Design Group is pleased to present to the Ward 3 Neighborhood Advisory Board the attached Site Plan Review packet for the Vesta School Tenant Improvement project located at 121 Vesta Street. The package is a complete copy of the application submitted to the City of Reno.

A Site Plan Review is required under Title 18 for a Secondary School within the CC zoning designation. Our project will consist solely of interior remodeling of the building formerly occupied by Midtown Market restaurant and Bella Sera restaurant. Tectonics Design Group, on behalf of the applicant is requesting presentation time on the agenda of your next meeting.

Thank you for your consideration of this project. Feel free to contact me should you require further information prior to our NAB meeting.

Sincerely,

Tectonics Design Group, Inc.

Jeff Turnipseed, PE/SE

Encl: Vesta School Tenant Improvement Site Plan Review application package